

**AGREEMENT BETWEEN THE CITY OF OKLAHOMA
CITY AND TINKER AIR FORCE BASE FOR PROVISION
OF ANIMAL SHELTER SERVICES**

This agreement, made and entered into this _____ day of _____, 20__ by and between The City of Oklahoma City, an Oklahoma municipal corporation, hereinafter referred to as "Oklahoma City," and 72^d Air Base Wing Tinker Air Force Base, hereinafter referred to as "TAFB."

I. PURPOSE

The purpose of this agreement is to promote the health, safety, and public welfare of the citizens of both entities and to further promote the humane care, treatment and disposition of animals coming into the possession of either of the parties to this Agreement.

II. DEFINITIONS

- A. D.V.M. shall mean Doctor of Veterinary Medicine.
- B. Animals shall mean all non-hoofed animals.
- C. Livestock shall mean all domestic hoofed animals.
- D. Dog shall mean all canine domestic animals.
- E. Cats shall mean all feline domestic animals.
- F. Oklahoma City shall mean The City of Oklahoma City.
- G. TAFB shall mean Tinker Air Force Base.

III. FACILITIES

A. Food, Shelter, Delivery Hours and Procedures

1. Oklahoma City shall accept at its animal shelter all live animals collected by and delivered to the shelter facility by TAFB or by those working under its direction, and shall accept at its shelter facility all live animals brought in from TAFB during any hours the shelter is open to the general public. Service hours are subject to change with reasonable advance notice to TAFB. Oklahoma City shall provide food, water, shelter, care and other humane treatment for such animals while they are in Oklahoma City's possession and until placed or otherwise disposed of by Oklahoma City. Animals shall be cared for in the manner required by Chapter 8 of the Oklahoma City Municipal Code, 2010, attached hereto as exhibit A.
2. Dead animals shall not be brought to the Oklahoma City Animal Shelter but shall be properly disposed of by TAFB.
3. TAFB shall unload its impounded live animals and shall complete entry information and impoundment activities deemed applicable by Oklahoma City's Animal Welfare Division Manager or designee prior to acceptance of any animals by the Animal Shelter. TAFB shall have no responsibility for handling the animals after their acceptance by the Oklahoma City Animal Welfare Division's Shelter staff.

B. Veterinary Activities

1. All activities relating to veterinary medicine and veterinary care given to animals in the custody of Oklahoma City shall be performed by or at the direction of a licensed doctor of veterinary medicine (D.V.M.) in compliance with the Oklahoma Veterinary Practice Act, 59 O.S. §698.1 et seq. Veterinary costs for the necessary medical care of animals impounded by TAFB or brought into the shelter from within the corporate limits of TAFB shall be borne by TAFB during the stray holding period as set forth in III.G. herein. Such care shall be limited to pain management, communicable disease control and care necessary to prevent animal suffering. Communicable disease control shall include species-specific vaccinations upon intake for fees as set forth in Chapter 60, Section 60-8-3(i)(2), (3) and (5) (related to dogs) and Section 60-8-3(i)(2) and (4) (related to cat)s, of the Oklahoma City Municipal Code, 2010, or as subsequently amended.
2. TAFB shall, at its own cost, arrange for veterinary care or euthanasia of sick or injured animals by a licensed veterinarian for animals impounded by TAFB or brought into the Shelter from within the legal boundaries of TAFB during times that the Oklahoma City shelter veterinarian is not available. All injured or sick animals needing medical care at the time of impoundment shall be transported by TAFB to a veterinary hospital for examination, euthanasia or medical treatment at the expense of TAFB, including transportation of sick or injured animals to emergency clinics when the Shelter Veterinarian is not available. Animals from within the corporate limits of TAFB that need immediate medical treatment as determined by Shelter veterinary technicians or Shelter supervisors shall not be dropped off at the Oklahoma City Animal Shelter when the Shelter Veterinarian is not present unless a licensed veterinarian has examined the animal prior to its impoundment. Any observations, prescriptions, diagnosis or prognosis provided by such veterinarian shall be communicated in writing to Shelter staff upon impoundment.
3. Oklahoma City shall not be responsible for transporting injured or sick animals received from TAFB to veterinary clinics for treatment or euthanasia, but may, at its sole discretion, provide such service when able to do so for the Shelter's actual costs as a fee as set forth in Chapter 60, Section 60-8-3(e) of the Oklahoma City Municipal Code, 2010, or as subsequently amended.
4. It is understood that the Oklahoma City Shelter Veterinarian is not available for emergency animal care of TAFB animals.

C. Public Hours of the Oklahoma City Animal Shelter

Oklahoma City agrees that it shall accept stray or owner-relinquished animals brought to the Shelter by TAFB residents or personnel. Residents must show proof of residency in the form of any state or federally issued identification card. TAFB acknowledge receipt of the Oklahoma City Animal Shelter's written Schedule of Hours of Operation in effect at the time of this contract, which is attached hereto as Attachment "A". These hours shall be subject to change by Oklahoma City following reasonable written notification to TAFB.

D. Release of Animals and Livestock

Oklahoma City agrees that it shall, upon payment of all applicable Oklahoma City Animal Shelter reclamation fees and costs, release any animals in its custody to the owner thereof or his or her authorized representative, subject to the following:

1. The Oklahoma City Animal Shelter shall not release a dog or cat entrusted to it until the party receiving the dog or cat shall have complied with all of the Oklahoma Statutes and applicable City ordinances, including, but not limited to rabies vaccination, sterilization and microchipping. Verification of a current rabies vaccination, by vaccination receipt or a D.V.M.'s written or verbal acknowledgment, is deemed compliance with the requirement for rabies vaccination.
2. The requirement of rabies vaccination shall be waived for any animal upon the written request of the animal owner's veterinarian in the case of an animal that cannot be vaccinated against rabies for medical reasons.
3. Oklahoma City agrees that it shall keep in its custody and properly care for rabies observation animals entered by TAFB, or received from within the legal boundaries of TAFB, for a period of ten (10) days after rabies exposure as required by State Health Department regulations and guidelines and local ordinances, unless required to be sooner euthanized and submitted for rabies testing at the State Laboratory. Disposal of rabies observation animals shall be in accordance with Oklahoma City's current practices.
4. TAFB authorized representatives must have written authorization verified by Oklahoma City Animal Welfare staff prior to reclamation.

E. Disclosure of Information to TAFB

TAFB shall have access to full information as to the method, means and manner of the operations of the Animal Shelter during the term of this contract, including inspection of Shelter premises, which shall be by appointment. The Shelter shall individually identify, mark or tag, and create and maintain an individual record for each animal received from within the corporate limits of TAFB, including date of impoundment, vaccinations and treatments given in the Shelter and the animal's final disposition. A current copy of the above records shall be open to inspection by TAFB.

F. Notification of Owners of Animals and Livestock

TAFB shall make a reasonable effort to locate and notify owners of tagged or microchipped animals received from within the corporate limits of TAFB. When TAFB knows the identity of the owner of an animal received by TAFB or brought to the Shelter from within the legal boundaries of TAFB, Oklahoma City shall be provided that information upon impoundment or, if the impoundment is after hours, no later than the beginning of the next business day. The Superintendent shall prepare and maintain at the Animal Shelter a current descriptive list of all animals in quarantine and in other isolation areas, including livestock.

G. Holding Periods for Animals Subject to this Agreement

1. Oklahoma City shall keep in its custody and properly care for licensed, tagged, or microchipped animals entered by an employee of or resident within the legal boundaries of TAFB for a period of five (5) full days, not including the day of impoundment or days the Shelter is closed for reclaim, unless sooner redeemed by the owner. Animals entered by TAFB or received from within the legal boundaries of TAFB who are *not* licensed, tagged or microchipped, shall be held for three (3) full days, not including the day of impoundment or days the Shelter is closed for reclaim, unless sooner redeemed by the owners thereof. Livestock entered by TAFB shall be held for five (5) full days, not including the day of impoundment or days the Shelter is closed for reclaim, unless sooner redeemed by the owners thereof. After the expiration of the required holding period, Oklahoma City shall humanely dispose of the animals as Oklahoma City sees fit. Dogs and cats impounded following a bite, and on suspicion for bites shall be held in accordance with Section III.D.3. herein, and applicable Oklahoma City Municipal Code provisions.
2. TAFB shall notify The City of Oklahoma City when it is impounding animals that must be held longer than the usual holding times as specified above including, but not limited to, animals confiscated on cruelty complaints and dangerous animal complaints.

H. Sick Animals

1. Oklahoma City shall establish an area for sick animals separate from the remainder of the presumed healthy Shelter animal population as space permits, so that animals suspected of contagious or infectious disease shall be isolated within an established area of the Shelter.
2. Sick or injured animals may be euthanized by lethal injection by a licensed veterinarian or by a State Certified Euthanasia Technician upon the recommendation of a licensed veterinarian who, in her or his professional opinion, determines the injury or illness is of such a nature that the animal should be immediately euthanized for humane reasons prior to the expiration of the usual holding period.

IV. CHARGES

- A. Oklahoma City and TAFB do hereby mutually agree that the Schedule of Fees and other charges in effect in Oklahoma City according to Chapter 60 of the Oklahoma City Municipal Code, 2010, or as subsequently amended, the pertinent sections of which are attached hereto as Attachment "B," shall apply to animals brought to the Oklahoma City Shelter by employees of TAFB or received from within the legal boundaries of TAFB.

- B. Oklahoma City shall collect and retain all reclamation, adoption, medical and disposal fees and shall keep proper financial records to account for same.
- C. On or before the tenth (10th) day of each month, upon proper claim by Oklahoma City to TAFB, TAFB shall pay all fees to which Oklahoma City is entitled by this contract.

V. MISCELLANEOUS PROVISIONS

A. Risk of Loss

TAFB hereby agrees that any loss resulting from the performance of this Agreement shall be borne by TAFB and, further, TAFB hereby agrees to indemnify and save forever harmless Oklahoma City and any of its employees from any and all claims for damages of any kind or nature whatsoever, which may hereinafter be made against Oklahoma City or any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages as a result of Oklahoma City's provision of the services referenced in this Agreement. Nothing in this Agreement is intended to waive the provisions of the Oklahoma Governmental Tort Claims Act, Title 51, §151 et. seq., for either party, as applicable.

B. Non-Assignability Without Written Consent

It is hereby agreed that this contract shall not be assigned, in whole or in part, without the written consent of Oklahoma City.

C. Waiver or Modification

It is hereby agreed that no waiver or modification of this Agreement shall be valid or admissible as evidence in any proceedings or litigation unless such waiver or modification is signed by the party sought to be charged with such waiver or modification.

D. Termination of Agreement

It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this contract if the violation is not corrected within thirty (30) days after written notice thereof to the offending party, addressed as indicated in paragraph V.F. hereof. Oklahoma City reserves the right to terminate this Agreement at any time when to do so is deemed to be in the best interest of The City of Oklahoma City.

E. Term of Agreement

The terms of this Agreement shall be for one-year, effective July 1, 2023 to June 30, 2024.

F. Notices

City of Oklahoma City
Oklahoma City Animal Welfare Superintendent
2811 S.E. 29th Street
Oklahoma City, OK 73129

City Clerk
The City of Oklahoma City
200 N. Walker
Second Floor
Oklahoma City, OK 73102

72nd Air Base Wing Commander
4385 S. Air Depot Blvd
Tinker AFB, OK 73145

APPROVED and SIGNED by the Base Commander of TAFB this 27th day of Nov., 2023

ATTEST:

Tinker Air Force Base

RUSCETTA.ABIGA
IL.L W.1159227495

Digitally signed by
RUSCETTA.ABIGAIL.L
W.1159227495
Date: 2023.11.26 07:48:02 -06'00'

Base Commander

Reviewed for form and legality.

BOERNER.JUSTIN.E
DWARD.1124672992

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BOERNER.JUSTIN.EDWARD.11246
72992
Date: 2023.11.03 14:58:25 -05'00'

TAFB Legal Counsel

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma
City this _____ day of _____, 20__.


ATTEST:

THE CITY OF OKLAHOMA CITY

CITY CLERK

MAYOR

Reviewed for form and legality.


Assistant Municipal Counselor

ATTACHMENT "A"
OKLAHOMA CITY ANIMAL WELFARE
HOURS OF OPERATION

Oklahoma City Animal Welfare is open seven days a week, except for major holidays.

Normal operating hours are 9am – 5:00 p.m., for drop off and 12 – 5:00 p.m., for adoptions and/or reclaims. The shelter will open two hours later for drop offs, adoptions and reclaims on the third Wednesday of every third month, when the staff meets for monthly training.

ATTACHMENT "B"
OKLAHOMA CITY MUNICIPAL CODE, 2010
Chapter 60 – GENERAL SCHEDULE OF FEES
TITLE 8. – ANIMALS AND FOWL

§ 60-8-1. – Animal Registration fee.

At large or unconfined dog 12.00

Menacing or dangerous animal initial registration 12.00

Menacing or dangerous animal recurring annual registration 12.00

§ 60-8-2. - Livestock and fowl—Shelter and field services fees.

(a) Livestock:

(1) impoundment, per animal100.00

(2) return to enclosure100.00

(3) board, per animal per day, including days of entry and reclamation50.00

(4) veterinary health check, per animal on entry50.00

plus actual costs of medical care

(5) livestock calls, minimum charge per officer up to two hours100.00

(6) chemical immobilization fee50.00

(7) loose bull or stallion: double fees for categories 1—6

(b) Fowl:

(1) adoption fee—current market price

(2) board and care fee, per animal, per week or any part of a week23.00

(Code 1970, § 7-12.1(b)(1); Ord. No. 16356, 8-25-81; Code 1980, § 60-8-2; Ord. No. 18239, § 2, 8-27-85; Ord. No. 19298, § 2, 10-3-89; Ord. No. 20365, § 1, 6-13-95; Ord. No. 22205, § 1, 4-29-03; Ord. No. 23314, § 1, 3-20-07; Ord. No. 24685, § 1, 6-18-13)

§ 60-8-3. - Impoundment fees and deposits.

(a) impoundment fee; non-rabies observation areas50.00

(b) board and care per day (or fraction thereof)10.00

(c) nonresident relinquishment fee for persons residing outside of Oklahoma City, per animal15.00

(d) nonresident relinquishment fee for persons residing outside of Oklahoma City, per litter (three or more animals)30.00

(e) veterinary medical care—actual costs

(f) euthanasia fee, per animal25.00

(g) dead animal disposal fee, per animal, nonresidents and businesses only10.00

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Chapter 60 – GENERAL SCHEDULE OF FEES
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- (h) responsible owner benefit: impoundment fees will be reduced as indicated for the following reason at the time of reclaim.
 - (1) pet wearing a current rabies vaccination or owner ID tag5.00
- (i) special handling fees:
 - (1) board and care per day for livestock in special handling areas (rabies observation or isolation areas)29.00
 - (2) rabies vaccination15.00
 - (3) DHLPP (Distemper, Hepatitis, Leptospira, Parvovirus, Parainfluenza) vaccination or DA2PP (Distemper Hepatitis/Adenovirus, Parvovirus, Parainfluenza) vaccine15.00
 - (4) FVRCP (Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia) vaccination15.00
 - (5) Bordetella vaccination15.00
 - (6) rabies observation processing fee25.00
- (j) hardship and special cases. Fees may be waived in whole or in part by the Superintendent for hardship or special cases involving pet owner death, owner incarceration, owner in hospital, to rectify adoption disputes, and for similar situations in which the best interests of all parties are served by such waiver.

(Code 1970, § 7-12.1(b)(3); Ord. No. 16356, 8-25-81; Code 1980, § 60-8-3; Ord. No. 18239, § 2, 8-27-85; Ord. No. 18789, 7-7-87; Ord. No. 19298, § 2, 10-3-89; Ord. No. 20378, § 1, 7-18-95; Ord. No. 22205, § 1, 4-29-03; Ord. No. 23314, § 1, 3-20-07; Ord. No. 23767, § 1, 12-16-08; Ord. No. 24456, § 2, 5-29-12; Ord. No. 24685, § 1, 6-18-13)

§ 60-8-4. - Animal fees.

- (a) adoption fee for dogs and cats60.00
 - (1) adoption fees for cats six months of age and older may be waived for special events as determined by the Superintendent.
 - (2) one-half of each regular or special adoption fee shall be placed into the Special Purpose Fund within the Development Services Department for the purpose of funding the sterilizations of dogs and cats owned by residents of Oklahoma City and dogs and cats in the animal shelter.
- (b) microchipping:
 - (1) pets belonging to the public30.00
 - (2) law enforcement animals and specially trained service animals for persons with disabilitiesfree
- (c) special adoption fees, per category set forth below30.00
 - (1) pets that have been in adoption for 14 or more days
 - (2) two or more pets adopted together (\$30.00 each)
 - (3) pets four years of age or older
 - (4) pets with serious medical conditions:
 - (a) heartworm positive and not treated

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- (b) needing orthopedic or other major surgery as determined by the shelter veterinarian or Superintendent
 - (c) feline leukemia-positive cats (can only be adopted into homes without other cats or with only other Feline leukemia positive cats)
 - (d) pets needing medical care expected to cost \$100.00 or more
 - (e) pets adopted during special promotional events as designated by the Superintendent, such as during "Be Kind to Animals Week"
 - (5) pets sent to community veterinarians for spaying or neutering prior to final release to the adopter, with the adopter paying the cost of sterilization directly to the veterinarian providing the service. If an animal is sent to a veterinary clinic for sterilization but is not picked up by the adopter as agreed to after the pet's sterilization, the adoption fee paid to the shelter shall be retained by the City.
 - (d) adoption fees for herptiles and animals other than cats, horses and dogs—one-half of the current market price
 - (e) adoption fee for horses—current market price or \$300.00, whichever is greater
- (Code 1980, § 60-8-4; Ord. No. 18789, 7-7-87; Ord. No. 19298, § 2, 10-3-89; Ord. No. 19682, § 1, 12-17-91; Ord. No. 20378, § 1, 7-18-95; Ord. No. 22205, § 1, 4-29-03; Ord. No. 23314, § 1, 3-20-07; Ord. No. 23994, § 1, 12-8-09; Ord. No. 24314, § 1, 8-16-11; Ord. No. 24685, § 1, 6-18-13)

Cross reference— Spaying or neutering animals prior to adoption, § 8-60

§§ 60-8-5—60-8-10. - Reserved.

Article II. - Domestic Animals

§ 60-8-11. - Dog and cat kennel license fee.

each kennel, per year\$ 17.00

(Code 1970, § 7-12.1(b)(4); Ord. No. 16356, 8-25-81; Code 1980, § 60-8-11; Ord. No. 18239, § 2, 8-27-85; Ord. No. 20829, § 1, 6-10-97)

Cross reference— Kennel license fees, § 8-262

§ 60-8-12. - Review of plans and inspections of facilities.

- (a) review of plans and specifications by the City-County Health Department\$20.00
- (b) inspections by the City-County Health Department40.00

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(Ord. No. 20141, § 3, 5-3-94; Ord. No. 24685, § 2, 6-18-13)

§§ 60-8-13—60-8-15. - Reserved.

Article III. - Rabbits

§ 60-8-16. - Rabbit permits.

each hutch, per year\$10.00

(Code 1980, § 60-8-16; Ord. No. 18239, § 2, 8-27-85; Ord. No. 19298, 10-3-91; Ord. No. 20829, § 1, 6-10-97; Ord. No. 21976, § 1, 6-4-02)

§§ 60-8-17—60-8-20. - Reserved.

Article IV. - Livestock

§§ 60-8-21—60-8-24. - Reserved.

Article V. - Rabies

§§ 60-8-25—60-8-30. - Reserved.

Article VI. - Disease Control

§§ 60-8-31—60-8-35. - Reserved.

Article VII. - Kennel and Animal Shelter Regulations

§§ 60-8-36—60-8-40. - Reserved.

Article VIII. - Non-Human Primates

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OKLAHOMA CITY MUNICIPAL CODE, 2010
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TITLE 8. – ANIMALS AND FOWL

§ 60-8-41. - Non-human primates.

License, annual, per animal\$25.00

(Ord. No. 21333, § 1, 10-12-99)

§ 60-8-42. - Non-human primate breeders.

License, annual, per breeder\$100.00

(Ord. No. 21387, § 1, 12-21-99)

§§ 60-8-43—60-8-45. - Reserved.

TITLE 9. - AUCTIONS AND AUCTIONEERS

Article I. - In General

§§ 60-9-1—60-9-5. - Reserved.